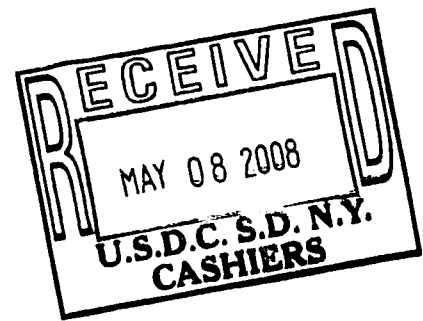


L5\_complaint.Doc

08 CIV 43407

Carl E. Person  
Attorney for Plaintiff  
325 W. 45<sup>th</sup> Street – Suite 201  
New York NY 10036-3803  
Telephone: (212) 307-4444  
Facsimile: (212) 307-0247  
carlpers@ix.netcom.com



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**K. B. & R. TRADING CORP.,**

**Plaintiff,**

**v.**

**JUNIPER TREE INC.; and SUH YOUNG,  
individually and in any corporate or partnership capacity,**

**Defendants.**

**ECF CASE**

**Index No.**

**COMPLAINT**

Plaintiff, K. B. & R. TRADING CORP. ("KBR" or the Plaintiff") brings this action against Defendants, JUNIPER TREE INC. (the "Company") and SUH YOUNG, individually and in any corporate or partnership capacity (the "Principal"), for damages and other relief, and alleges as follows:

### **I. Jurisdiction**

1. Subject-matter jurisdiction is vested in this Court pursuant to the Perishable Agricultural Commodities Act (“PACA”), specifically 7 U.S.C. § 499(c)(b)(2) and 7 U.S.C. § 499c(c)(5)(i), and pursuant to 28 U.S.C. § 1331.

2. Personal jurisdiction of this Court over the Defendants exists in that each of the Defendants regularly conducts or transacts business within the Southern District of New York, and that the alleged activities of the Defendants occurred within this District.

3. The Court has supplemental jurisdiction over the Plaintiff’s claims arising under state law pursuant to 28 U.S.C. § 1367(a).

### **II. Venue**

4. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the Plaintiff’s claims occurred in this District; also, until December 12, 2007, the Company and the Principal had their principal places of business in this District. The Plaintiff has its principal place of business in this District.

### **III. Parties**

5. Plaintiff, **K. B. & R. TRADING CORP.** (“KBR” or the “Plaintiff”), a New Jersey domestic profit corporation, has offices at 33 Newman Springs Road, Suite B, Shrewsbury, New Jersey 07702, and operates its business under a valid

USDA-issued PACA license, number 19155060 (Exhibit A), in good and active standing. <http://apps.ams.usda.gov/pacasearch/>

6. Plaintiff sells wholesale quantities of perishable agricultural commodities (“Produce”) in interstate commerce.

7. Defendant, **JUNIPER TREE INC.** (the “Company”), a sole proprietorship, partnership or corporation, is a purchaser of Produce in wholesale quantities and, therefore, a “dealer” pursuant to § 499a(b)(6) of PACA and operates its business under USDA-issued PACA license, number 20030200. See Exhibit B.

8. The Company since before December 8, 2007, has had its principal place of business at 1240 Oak Point Avenue, Bronx, New York 10474.

9. Defendant, **SUH YOUNG**, a/k/a “Young”, individually (the “Principal”), is or was an officer, director and/or shareholder of the Company during the relevant time period. The Principal is or was a person in control of, and responsible for, the disposition of the Company’s assets, including its PACA trust assets.

10. The Principal, has had his principal place of business at 1240 Oak Point Avenue, Bronx, New York 10474.

11. The Company and the Principal are collectively referred to herein as the “Defendants”.

**IV. Claims for Relief****COUNT I****Failure to Maintain PACA Trust****7 U.S.C. §§ 499e(c)(2), 499e(c)(4)****(Against the Company)**

12. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-11 as if fully rewritten herein.

13. At the Company's request, Plaintiff sold, on credit, to the Company perishable agricultural commodities, as set forth in the following table:

<b><u>Plaintiff</u></b>	<b><u>Dates of Transactions</u></b>	<b><u>Commodities</u></b>	<b><u>Total Amount Sold</u></b>	<b><u>Amount Unpaid</u></b> <sup>1</sup>
K B & R TRADING CORP.	12/08/07-12/17/07	fruits & vegetables	\$14,592.00	\$14,592.00

---

Plus accrued interest at 1.25% per month (equal to 15% per year) and attorney's fees and costs. See Exhibit F (the last exhibit page) and Exhibits C, D and E.

14. Plaintiff duly delivered the perishable agricultural commodities to the Company.

15. The Company received and accepted the perishable agricultural commodities from the Plaintiff.

16. The Produce identified above was sold pursuant to the invoices attached hereto as Exhibits C, D and E. The invoices were prepared and sent based on delivery tickets accompanying the deliveries, upon which the Company signed its

receipt for the deliveries, as follows:

- i. Exhibit C is invoice SG-7155 with statement with PACA Prompt payment terms dated 12/12/07 in the amount due of \$4,760.00 for Produce shipped 12/12/2007 via D.A.T. Trucking Inc. out of Arizona Load Number D-5825-A delivered as shown on delivery Invoice separately numbered dated from 12/12/07 and accepted by Defendants' agent signature on 12/17/07, as displayed Exhibit C-1;
- ii. Exhibit D is invoice SG-7129 with statement with PACA Prompt payment terms dated 12/08/07 in the amount due of \$5,712.00 for Produce shipped 12/08/2007 via Tomatoes of Ruskin, Inc. out of Florida Load Number 1425 delivered as shown on delivery Invoice separately numbered dated from 12/08/07 and accepted by Defendants' agent signature on 12/10/07, as displayed Exhibit D-1;
- iii. Exhibit E is invoice SG-7126 with statement with PACA Prompt payment terms dated 12/09/07 in the amount due of \$4,120.00 for Produce shipped 12/09/2007 via Pacific Tomato Growers on consignment with Order Number 149072 delivered as shown on delivery Invoice separately numbered dated from 12/09/07 and accepted by Defendants' agent signature on 12/11/07, as displayed Exhibit E-1;

17. The Company received from the Plaintiff each of the invoices included in Exhibits C, D and E.

18. The Company failed to pay for this Produce despite repeated written demands from the Plaintiff.

19. Pursuant to the payment terms between the Company and the Plaintiff, the Company is in default with respect to the principal amount of \$14,592.00 outstanding to the Plaintiff.

20. Pursuant to the trust provisions of PACA, 7 U.S.C. § 499e(c)(2), and the Code of Federal Regulations promulgated thereunder, upon receipt of said commodities, a statutory trust arose in favor of the Plaintiff as to all commodities received by the Company, all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment is made for said commodities by the Company to the Plaintiff.

21. The Company has failed and refused to pay for the commodities it received and accepted from the Plaintiff, despite due demand.

22. On each of the outstanding invoices sent by the Plaintiff to the Company, the Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499c(c)(4)], plus interest and

attorney's fees. (See, copies of unpaid invoices with respective proofs of delivery attached hereto as Exhibits C, D and E.)

23. The Plaintiffs is an unpaid creditor, supplier and seller of perishable agricultural commodities as those terms are defined under the PACA.

24. Upon information and belief, the Company has dissipated and is continuing to dissipate the corpus of the statutory trust which arose in favor of the Plaintiff and grew upon each delivery to the Company of perishable agricultural commodities.

25. The failure of the Company to hold in trust for the benefit of the Plaintiff such perishable agricultural commodities received by it from the Plaintiff, and all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment of the sums owing to the Plaintiff for said commodities, constitute violations of PACA and PACA Regulations and are unlawful, and, as a direct result the Plaintiff has suffered damages.

## **COUNT II**

### **Dissipation of Trust Assets**

**7 U.S.C. §§ 499(b), 499e(c), 499e(c)(4)**

**(Against Both Defendants)**

26. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-25 as if fully rewritten herein.

27. Upon information and belief, proceeds obtained from the resale of the perishable agricultural commodities purchased on credit from the Plaintiff by the Company, that were needed to make full payment promptly to trust beneficiaries as required by 7 U.S.C. § 499b, were improperly expended by the Company and the Principal for other purposes.

28. On each of the outstanding invoices sent by the Plaintiff to the Company, the Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499e(c)(4)], plus interest and attorney's fees. (See Exhibits C, D and E attached hereto.)

29. Upon information and belief, Defendants received funds subject to the trust arising under 7 U.S.C. § 499e(c), which should have been used to pay the Plaintiff's outstanding invoices, but were not.

30. As a direct result of the dissipation of trust assets by the Company and the Principal, the Plaintiff has suffered damages.

**COUNT III**

**Failure to Pay Trust Funds**

**7 U.S.C. §§ 499(b)**

**(Against the Company)**

31. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-30 as if fully rewritten herein.

32. The Company has failed and refuses to pay the Plaintiff \$14,592.00 from the PACA trust, which sum is unpaid and overdue to the Plaintiff for the perishable agricultural commodities received and accepted by the Company from Plaintiff.

33. The failure of the Company to make said payments to the Plaintiff from the statutory trust fund is a violation of PACA 7 U.S.C. § 499b and PACA Regulations and is in breach of the Company's fiduciary duty as trustee, and, as a direct result, the Plaintiff has suffered damages.

**COUNT IV**

**Breach of Fiduciary Duty / Non-Dischargeability**

**7 U.S.C. §§ 499b(4), 11 U.S.C. 523(a)**

**(Against Both Defendants)**

34. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-33 as if fully rewritten herein.

35. Upon information and belief, from December 8, 2007 to December 17, 2007 and at all relevant times thereafter, the Principal managed, controlled and directed the credit purchase of perishable agricultural commodities from the Plaintiff on behalf of the Company.

36. Upon information and belief, Defendants received, in the regular course of business, funds subject to the PACA statutory trust which were not used for the payment of the outstanding invoices for the Plaintiff.

37. Upon information and belief, Defendants, in breach of their fiduciary obligations arising under PACA, directed the disbursement of trust funds for purposes other than making full and prompt payment to the Plaintiff as required by PACA, 7 U.S.C. § 499b(4), thereby heightening liability herein to a state of non-dischargeability pursuant to 11 U.S.C. § 523(a).

38. As a direct result of the foregoing, the Company and the Principal have violated their fiduciary duties as trustees in failing and refusing to make the payments required to satisfy the priority trust interests of the Plaintiff, and, as a direct result, the Plaintiff has suffered damages.

**COUNT V**

**Breach of Contract / Action on Account**

**(Against the Company)**

39. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-38 as if fully rewritten herein.

40. From December 8, 2007 to December 17, 2007, the Company contracted with the Plaintiff to purchase fresh fruits and vegetables on credit. (See Exhibits C, D and E.)

41. Pursuant to the payment terms between the Plaintiff and the Company, the Company is in default as to the Plaintiff on the amounts unpaid and outstanding.

42. The Company breached the contract by failing and refusing to pay the Plaintiff \$14,592.00. As a direct result, the Plaintiff has suffered damages.

**COUNT VI**

**Interest and Attorney's Fees**

**(Against Both Defendants)**

43. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-42 as if fully rewritten herein.

44. Pursuant to PACA, 7 U.S.C. § 499e(c), and the Regulations promulgated thereunder, Defendants were statutorily required to maintain a trust in

favor of the Plaintiff in order to make full payment to the Plaintiff of said amount, \$14,592.00.

45. As a result of the failure of Defendants to maintain the trust and to make full payment promptly, the Plaintiff has been required to pay attorney's fees and costs in order to bring this action to compel payment of the trust res.

46. As a result of the failure of Defendants to comply with their statutorily mandated duties to maintain the trust and make full payment promptly, the Plaintiff has lost the use of said money.

47. The Plaintiff will not receive full payment as required by PACA, 7 U.S.C. § 499e(c), if the Plaintiff must expend part of said payment on attorney's fees, and litigation costs, and also suffer the loss of interest on the outstanding amounts owed, all because of violations by Defendants of their statutory duties to maintain the trust and make full payment promptly.

48. In addition to the above recitals, the Plaintiff maintains express claims for interest and attorney's fees based upon the terms listed on each invoice, as between merchants, which were all bargained terms of the contract and are sums owing in connection with the produce transaction. Interest to and including May 1, 2008 totals \$800.17 and is accruing daily at \$6.326. (See the PACA trust chart attached hereto as Exhibit F.)

**COUNT VII**

**Creation of Common Fund**

**(Against All Defendants)**

49. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-48 as if fully rewritten herein.

50. The Plaintiff is commencing this lawsuit on behalf of itself and other similarly situated PACA trust creditors, and any and all monies recovered from Defendants and other third parties will be distributed on a pro-rata basis among the Plaintiff and all perfected PACA trust creditors joined to this lawsuit.

**COUNT VIII**

**Fraudulent Transfers**

**(Against the Principal)**

51. The Plaintiff incorporates each and every allegation set forth in ¶¶ 1-50 as if fully rewritten herein.

52. Upon information and belief, the Company transferred its assets to the Principal and to other unknown third parties.

53. These transfers were made after the claims of Plaintiff and other PACA trust beneficiaries arose.

54. These transfers were made to or for the benefit of insiders of the Company on antecedent debts and were made without consideration or adequate consideration.

55. The Company was insolvent at the time of these transfers.

56. At the time of these transfers, the recipients had reasonable cause to believe that the Company was insolvent.

57. These transfers were fraudulent transfers as proscribed by New York's Uniform Fraudulent Transfers Act, New York's Debtor and Creditor Law, N.Y. CLS Dr & Cr § 1, *et seq.* (2007).

58. Accordingly, Plaintiff seeks entry of an Order, as provided by N.Y. CLS D. & Cr § 273, avoiding the transfers, ordering the recipients to disgorge and transfer any and all such amounts to Plaintiff to the extent of \$14,592.00, plus interest from the date each invoice became past due, costs, attorneys' fees, and awarding punitive damages to be determined by the trier of fact, less any monies Plaintiff receives from the PACA Trust Assets.

### **PRAYER**

**WHEREFORE**, the Plaintiff prays that this Court issue an Order:

1. Granting judgment in favor of the Plaintiff and against each of the Defendants, jointly and severally, in the principal amount of \$14,592.00, together

with pre-judgment interest (in accordance with Exhibit F) and post-judgment interest and the costs of this action;

2. Declaring and directing the Defendants to establish and/or preserve a trust fund consisting of funds sufficient to pay the Plaintiff's principal trust claim of \$14,592.00, plus pre-judgment interest (in accordance with Exhibit F);

3. Preliminarily enjoining, until the entry of the relief herein requested and compliance therewith, Defendants and their agents, employees and representatives from, in any way, directly or indirectly, transferring, assigning or otherwise disposing of the above-described trust fund, or any interest therein, in whole or in part, absolutely or as security;

4. Declaring and directing Defendants to disgorge, assign, transfer, deliver and turn over to the Plaintiff as much of the above-described trust fund as is necessary to fully compensate the Plaintiff for the damages it has suffered and continues to suffer;

5. As to Count VIII, pursuant to N.Y. CLS Dr & Cr § 273, avoiding the transfers and ordering the recipients to disgorge and transfer any and all such amounts to Plaintiff in the amount of \$14,592.00, plus interest from the date each invoice became past due, costs, attorneys' fees, and punitive damages to be determined by the trier of fact, less any monies Plaintiff receives from the PACA Trust Assets;

6. Granting the Plaintiff reasonable costs and expenses, including attorney's fees in this action; and

7. Such other and further relief, whether in law or in equity, as this Court deems just and proper.

**Dated: New York, New York  
May 8, 2008**

**Respectfully submitted,**





---

**Carl E. Person (CP 7637)  
Attorney for the Plaintiff,  
K. B. & R. TRADING CORP.  
325 W. 45th Street - Suite 201  
New York, New York 10036-3803  
(212) 307-4444**

## Fruit and Vegetable Programs

### Search PACA

*Search Again*  *Go Back to the previous page* 

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
19980234	11/13/1997	11/13/2008	Active

<u>Business Name</u>	<u>City</u>	<u>State</u>
K B & R TRADING CORP	TINTON FALLS	NJ

---

**Reported Principal (Last Name, First Name)**

GOODMAN, DANIEL

**Trade Names** None

---

**Branch Name , Branch City , Branch State**



K B & R TRADING CORP, FORT MYERS, FL

Return to: Perishable Agricultural Commodities Act (PACA)

[http://apps.ams.usda.gov/pacasearch/SearchDetails.aspx?License\\_ID=0234  
&License\\_FY=1998](http://apps.ams.usda.gov/pacasearch/SearchDetails.aspx?License_ID=0234&License_FY=1998)

## Fruit and Vegetable Programs

### Search PACA

*Search Again*  *Go Back to the previous page* 

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
20030200	11/13/2002	11/13/2009	Active

<u>Business Name</u>	<u>City</u>	<u>State</u>
JUNIPER TREE INC	BRONX	NY

---

**Reported Principal (Last Name, First Name)**

SUH, YOUNG

**Trade Names**

BEST PRODUCE

---

**Branch Name , Branch City , Branch State**

Return to: Perishable Agricultural Commodities Act (PACA)

[http://apps.ams.usda.gov/pacasearch/SearchDetails.aspx?License\\_ID=0200  
&License\\_FY=2003](http://apps.ams.usda.gov/pacasearch/SearchDetails.aspx?License_ID=0200&License_FY=2003)

**KB & R TRADING CORP.**

P.O.Box 7460  
Shrewsbury, New Jersey 07702  
Phone: 732-842-7040

**INVOICE**

INV DATE	INV NUMBER
12/12/2007	SG-7135

Please refer to invoice number  
on all correspondence

**SOLD TO**

JUNIPER TREE INC.  
DBA BEST PRODUCE  
1240 OAK POINT AVE.  
BRONX, NY 10474

**PLEASE NOTE  
NEW ADDRESS**

CUSTOMER P.O. NO.	PAYMENT TERMS	REP	SHIP DATE	SHIP VIA	FREIGHT TERMS
	PACA PROMPT	SG	12/12/2007	PT697779C	DELIVERED
QUANTITY	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT
160	30003	ROMA TOMATOES CARTONS LOS PINOS BRAND		29.75	4,760.00

<b>Total</b>	\$4,760.00
--------------	------------

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust created by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Overdue invoices shall accrue interest at 16% per year. If overdue accounts are referred to an attorney, the buyer shall be liable to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge on the account sales covered by this invoice.

NO CASH OR CREDITS ALLOWED UNLESS REINVOICED.

Original Invoice- White File Copy- Yellow Jacket Copy- Pink

**INVOICE****D.A.T. TRUCKING INC..**

RIO RICO, ARIZONA 85648

PH 800-265-5996 24 HRS

FAX 800-711-8105 FAX

CAROLINA FARMERS MARKETING ASSOCIATION

LOAD #  
D-5825-A  
DATE LOADED  
12-12-2007PREPAID  
XXXX  
NET 7 DAYSC.T.I  
TO BE  
INVOICED

INVOICE TO:

**2ND DROP**

DELIVER TO:

Juniper Tree, Inc.  
1240 Oakpoint Ave.  
BRONX, NY (10474-0804)  
Phone 718-542-9000**DRIVER'S**  
**YOU MUST CALL DAILY**  
**BY 9:00 A.M. (EST)**  
**888-656-2643**  
**IF DELAYED YOU MUST CALL**  
**THIS OFFICE IMMEDIATELY**  
**800-265-5996**  
**MAINTAIN TEMP**  
**AS PER SHIPPERS INSTRUCTIONS**  
**DEGREES ( 54 ) IN TRANSIT**

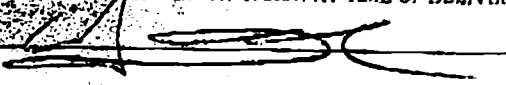
SHIPPED FROM:

K.B.R. TRADING  
SAN DIEGO, CA  
PO SG 7155

SHIPPER &amp; LABEL

LOS PINOS PRODUCE, SAN DIEGO, CA

FREIGHT CHARGES

SHIPPER FOR ACCURATE COUNT & SIZES  
INSPECTORS REPORT TAKEN AT TIME OF DELIVERY  
BY   
TIME

D.A.T. TRUCKING INC. TRUCK #

DRIVER NAME: TROY MOODY CELL 803-361-0135

TRAILER LCY #

REMIT TO: MARQUETTE TRANSPORTATION FINANCE, INC.  
N.W. 7939 PO BOX 1450  
MINNEAPOLIS, MN 55485-7939  
T.I.# 57-1005707

TERMS

CHARGES DUE

PREPAID

Exhibit C - 1

**KEESLER TRADING CORP.**

P.O. Box 7460  
 Springfield, New Jersey 07702  
 Phone: 732-842-7040

# INVOICE

INV DATE	INV NUMBER
12/8/2007	9G-7129

**Please refer to invoice number  
on all correspondence**

**SOLD TO**

JENNIFER TREILING  
MEASUREMENTS:  
174 CM X 60 CM X 98 CM X 80 CM

**PLEASE NOTE  
NEW ADDRESS**

CUSTOMER P O NO		PAYMENT TERMS	REP	SHIP DATE	SHIP VIA	FREIGHT TERMS
		PACA PROMPT	SG	12/8/2007		DELIVERED
QUANTITY	ITEM CODE	DESCRIPTION			UNIT PRICE	AMOUNT

5X6 SIZE GASED GREEN TOMATOES CARTONS RUSKIN ROYAL BRAND	23.80	5,712.00
---	-------	----------

<b>Total</b>	<b>\$5,712.00</b>
--------------	-------------------

The commodities listed on this invoice are sold subject to the statutory trust created by the Agricultural Commodities Act, 1930 (7 U.S.C. 459a(c)). The seller of these and other farm products, all inventories of food or other products derived from farm products, and all proceeds from the sale of these commodities until full payment is received by the seller, are subject to the claims of the United States.

Interest at 15% per year. If overdue accounts are referred to an attorney, the attorney's fees plus the costs of all legal action as an additional charge will be added to the account.

ALL OTHERS ARE REINVOICED.

Original Invoice- White    File Copy- Yellow    Jactel Copy- Pink

180 15 JUL 68 CT 0207 07:00 P.05

Exhibit D

TOMATOES OF RUSKIN, INC. FALL  
PO BOX 306  
RUSKIN, FL 33575  
TEL# 8136456431

SHIP TO:  
KB&R TRADING CORP  
PO BOX 7460  
SHREWBURY, NJ 07601-7460

DATE IN.....: 12/08/07  
SHIP DATE.....: 12/08/07  
TIME OUT.....: 17:08  
ORDER NO.....: 1425  
ASSIGNMENT NO.....: 1425  
SHIPMENT NO.....: 1425 SALE: FOB  
BUYERS P.O.: 7129

BROKER:

\*\*\*\*\*  
\*\*\*\*\*

CARRIER NAME.....:  
CARRIER TELEPHONE #.....:  
TRK LICENSE # & STATE.....:  
RAIL ROUTE.....:  
RAIL CAR/PIGGYBACK TRL #.:  
Misc Ref 1.....:  
Misc Ref 2.....:

SEAL NO.....:  
TEMPERATURE RECORDER NO:  
  
FEDERAL INSPECT. NO.....:  
PHYTO NO.....:  
TEMPERATURE SETTING.....: 56  
Misc Ref 3.....:

CHART NO.....:

INSPECTION NO.....:

-----  
MANIFEST DESCRIPTION  
-----

QUANTITY	PACK	SIZE	LABEL	DST	GRADE VARIETY	GROSS WT
1200	25	5X6	RUSKIN ROYAL	TOMAT	TOMATOES	
1200				MISC	HAND/ENVIRO	
1200	TOTAL					

\* SPECIAL INSTRUCTIONS:  
CONFIRMATION OF SALES

*Juniper tree*  
*2 to cars*  
*6/10/07*  
*[Signature]*

THIS BILL OF LADING REFLECTS THE SHIPMENT MANIFEST AS ITEMIZED ABOVE AND HAS BEEN RECEIVED IN GOOD ORDER BY THE UNDERSIGNED CARRIER.

-----  
TOMATOES OF RUSKIN, INC. FALL  
AGSN - AGENT)

DATE

SIGNATURE  
(TRUCK DRIVER)

DATE

TIME IN

Exhibit D-1

TRADING CORP.

## INVOICE

Invoice No. 07702  
 Date 12/29/07

INV DATE	INV NUMBER
12/9/2007	SG-7126

Please refer to invoice number  
 on all correspondence

SOLD TO

**PLEASE NOTE  
 NEW ADDRESS**

CUSTOMER P.O. NO.	PAYMENT TERMS	REP	SHIP DATE	SHIP VIA	FREIGHT TERMS
	EXC PROFT	SG	12/9/2007	88C932 FL	DELIVERED
QUANTITY	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT

3000

ROMA TOMATOES CARTONS  
 SUNRIPE BRAND

25.75

4,120.00

<b>Total</b>	<b>\$4,120.00</b>
--------------	-------------------

All goods sold on this invoice are sold subject to the statutory trust created by the Federal Agricultural Mortgage Act, 1930 (7 U.S.C. 1606(c)). The seller of these commodities, all inventories of food or other products derived from these commodities, and all proceeds from the sale of these commodities until full payment is received by the seller.

The seller reserves the right to suspend service if overdue accounts are referred to an attorney, or if the costs of all legal action as an additional charge.

UNPAID

Original Invoice- White File Copy- Yellow Jacket Copy- Green

Exhibit E

STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NONNEGOTIABLE

[illegible]

Order Number	Order Date
149072	Friday, December 08, 2007
Ship Date	
Sunday, December 09, 2007	

Continuation of KEITH TRADING CORP.  
33 NEWMAN SPRINGS RD SUITE B  
SHREWSBURY, MA 01770-29

Truck	Driver	Truck Broker	State	Exp. Date
13	ANDRIESE SERGIO		FL	
Station License	Trailer License	State	FL	
88C93Z				

Page 1

STATE OF NEW YORK  
IN SENATE  
January 11, 1911.

1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808

4-12-83 10:16/80

EROKBEPATUNSO

Part 1 of 2: General Company Info Product Handling Environmental

pay to the order of \_\_\_\_\_ Charge \_\_\_\_\_

DATE 12-21-68 TIME 11:00 RECEIVED UNDER NO. 100

ALL CLAIMS OF ALLOWANCES MUST BE SUBMITTED TO THE FEDERAL STATE INBRED RECORD OFFICE ON OR BEFORE JANUARY 1, 1961. INBREEDING RECORDS WILL BE MAINTAINED FOR THE YEAR 1960.

3) A TEMPERATURE RECORDING DEVICE RECORDING THE TEMPERATURE OF THE

\_\_\_\_\_

Publication No.	Report No.	Unit No.	Project No.
100-100000	0050507		S2-42ndgrd
Section	Sheet	Unit	Project
100-100000	0050507		S2-42ndgrd

PHONE: DRIVER (305) 489-8135 CONTINUOUS RUN

ling-instruction

Consigned \_\_\_\_\_ Designated \_\_\_\_\_

**Personnel:** If you are involved in service delivery, please provide your name, title, organization, address, phone number, fax number, e-mail address, and other contact information.

Apparatus	Signature	Date	Unit

VeriSign, Inc. has received approval to provide a secure connection to the Internet. This is a significant step in the development of the Internet as a secure environment for commerce and communication. VeriSign, Inc. is a leading provider of Internet security services, and its approval is a testament to its commitment to the security of the Internet.

Assigned

001 10-01 2007-01-03 Exhibit 5 1

Exhibit E-1

**PACA Trust Chart as of  
May 1, 2008  
For Creditor:  
K.B. R. Trading Corp.**

**Name of Debtor/Defendant:  
Juniper Tree Inc.  
and  
Suh Young**

**PACA Case  
SDNY May 2008**

Invoice No.	Invoice Date	Date Notice Given	Payment Due Date	Invoice Amount Due	Number of Days Overdue	Accrued Interest through 5/1/08*	PACA Trust Amount
SG-7126	12/11/07	12/11/07	12/18/07	\$4,120.00	135	\$228.58	\$4,348.58
SG-7129	12/10/07	12/10/07	12/17/07	\$5,712.00	136	\$319.25	\$6,031.25
SG-7155	12/17/07	12/17/07	12/24/07	\$4,760.00	129	\$252.35	\$5,012.35
				=====		=====	=====
Totals:				\$14,592.00		\$800.17	\$15,392.17

\* Add daily interest in the amount of

\$6.326

from

May 1, 2008

\* Add attorney's fees incurred

**EXHIBIT F**